

# Town of Amherst



Department of Public Works  
Contract Documents and Technical  
Specifications

## **Meadowview and Forestview Cemetery Mowing**

# 09-22  
March 2, 2022



## DEPARTMENT OF PUBLIC WORKS

22 Dodge Road  
Amherst, NH 03031  
Tel. (603) 673-2317 Fax (603) 249-8857  
ESlosek@amherstnh.gov

### BID NUMBER #09-22

### INVITATION TO BID

The Town of Amherst NH is inviting proposals for contract at the Department of Public Works office, 22 Dodge Rd., Amherst, New Hampshire, for the mowing and trimming of Meadowview and Forestview Cemeteries. Meadowview Cemetery is located at 19 Foundry St. Amherst, NH (MBLU 5-172 and 17-51) and is approximately 12 acres in size. Forestview Cemetery is located at 69 Merrimack Rd. Amherst NH (MBLU 4-25) and is approximately 4 acres in size. Meadowview is an active cemetery site with on-going burials and existing graves. Forestview Cemetery is newly active and there are currently there are no graves/monuments.

This RFP plans for 20 mowing/trimmings for the period of May 2<sup>nd</sup>, 2022 to October 16<sup>th</sup>, 2022(24 weeks). The two sites have differences regarding scheduling and work. The actual number of mowing/trimmings may differ according to seasonal weather; wetter weather may result in more. The plan is for 1 mowing/trimming per week while the grass is actively growing. Extra mowing/trimming occasions will be scheduled only after consultation and mutual agreement with the DPW Director or designee.

Bids are to be based upon the total number of planned basic mowing's/trimmings at each of the two cemeteries, with a per occasion price for each cemeteries to account for a greater number of actual mowing's/trimmings if needed. The contract will be awarded to one company considering the combined total bid for both cemeteries. Raised lots at Meadowview Cemetery will be a separate bid from the basic mowing/trimming. Though if awarded it will be considered as part of the total bid amount and awarded to the same company.

Meadowview Cemetery has no irrigation system; the successful contractor will provide mowing/trimming services sufficient to maintain a uniform neat appearance, skipping appropriate weeks during the summer heat/dry season. In addition to mowing the main body of turf, the grass along the fence lines, ground mounted headstones and trees/shrubbery will be trimmed. Raised lot mowing/trimming may or may not be included in the contract depending on the cost. Raised lots are those grave lots surrounded by an ornamental stonewall or fence, making it impossible for a riding mower to access the grass to be cut. Raised lot monument/headstone trimming is not to be included in the base bid. These lots require a separate push mower to be used, the extra cost of bidding these lots may or may not be including in the award. When awarded, it will be for the entire duration of the contract.

Forestview Cemetery has an irrigation system and 1 mowing/trimming per week to be scheduled. The total area of the entire lot is 47 acres. The area to be mowed/trimmed is approximately 4 acres. To assist the establishment of turf, the grasses will be mowed to maintain a 3” minimum height. The area to be mowed is on the inside face of the bounded area. The bounds are generally defined by a drainage swale to the rear of the lot, a fence to the easterly side, an internal cemetery roadway along the westerly entrance and a fence along Merrimack Rd. The fence line along Merrimack Road is the only trimming to be done. The week ending September 17, 2022 will be the last scheduled mowing at this site. DPW will be slice seeding and fertilizing this site after this date.

Hours of work: Meadowview Cemetery may be mowed Monday to Friday between the hours of 7:00 am and 6:00pm. Mobilization and De-mobilization that does not generate machinery noise may occur outside of these specified mowing work hours. Forestview Cemetery may be mowed between 7:00 am and 6:00pm Monday to Saturday. Mobilization and De-mobilization that does not generate machinery noise may occur outside of these specified mowing work hours.

Burials: Burials at Meadowview Cemetery may occur within the work hours specified above. In order to avoid conflict with noise and activity that may disrupt the solemnity of the burial ceremony: DPW will communicate as far as practical in advance to the contractor as to the date/time and location of burials within the cemetery. If a mowing/trimming is scheduled for a burial day, work may continue, but at an appropriate distance as discussed and agreed with the DPW Director or designee. Burials typically occur over a two hour time frame.

Bidding Documents may be obtained, at no charge, from the Public Works Office at 22 Dodge Road in Amherst, NH, between the hours of 8AM and 3PM, Monday through Friday.

Review of the sites can be arranged by appointment with the Director of Public Works or his designee by calling the DPW office at 603-673-2317.

1. **Bids will be received at the Public Works Office, 22 Dodge Rd., Amherst, NH, until 11:00 AM, on March 30, 2021.** Shortly thereafter, bids will be publicly opened and read aloud at any available Public Works office, 22 Dodge Rd., Amherst NH. Award will be made by the Town of Amherst Cemetery Trustees at a regular board meeting sometime thereafter. The Town expressly reserves the right to reject any or all bids as the Town of Amherst Cemetery Trustees may determine and to waive defects in form of minor irregularities where the best interests of the Town would be served.

**BID NUMBER # 09-22**

# Meadowview & Forestview Cemetery Mowing

## CONTRACTOR'S PROPOSAL

The undersigned, as a lawfully authorized agent for the below named Bidder/Contractor, has carefully examined the Proposal form of this Bid, to be known as Bid Number 09-22. The intent of this bid is to solicit proposals for the mowing and trimming of turf at Meadowview and Forestview Cemeteries according to the descriptions included in this document package.

The proposal shall include the labor, supervision, equipment, fuel, consumables and transport to and from the two Cemeteries.

Additionally, the undersigned, with General Provisions, Specifications and other bid documents, binds himself/herself and his/her company on award to them by the Town of Amherst Cemetery Trustees to execute a contract agreement under this Proposal in accordance with such award, on such form and in such manner as is prescribed by the Town, and to provide all necessary equipment, labor, materials and other items or services needed to perform all the requirements for the project, in Amherst, NH, for the following:

20 Basic Mowing/Trimming Total Meadowview Cemetery: \$ \_\_\_\_\_

20 Basic Mowing/Trimming Total Meadowview Cemetery:

Basic Bid Written: \_\_\_\_\_

Per occasion extra Basic Mowing/Trimming Meadowview Cemetery: \$ \_\_\_\_\_

Per occasion Extra Basic Mowing Trimming Meadowview Cemetery:

Per occasion written: \_\_\_\_\_

20 Raised Lot Mowing/Trimming Total Meadowview Cemetery: \$ \_\_\_\_\_

20 Raised Lot Mowing/Trimming Total Meadowview Cemetery:

Raised lot total written: \_\_\_\_\_

Bid submission continued from previous page.

20 Mowing/Trimming Total Forestview Cemetery: \$ \_\_\_\_\_

20 Mowing/Trimming Total Forestview Cemetery:

Bid Written: \_\_\_\_\_

Per occasion extra Mowing/Trimming Forestview Cemetery: \$ \_\_\_\_\_

Per occasion extra Mowing/Trimming Forestview Cemetery:

Per occasion written: \_\_\_\_\_

Respectfully submitted,

\_\_\_\_\_  
Print Bidder/Contractor's Name

\_\_\_\_\_  
Print Representative's Name and Title

\_\_\_\_\_  
Representative's Signature

\_\_\_\_\_  
Street

\_\_\_\_\_  
City, State and Zip Code

\_\_\_\_\_  
Telephone and FAX Number

\_\_\_\_\_  
Date

**Person signing proposal must be a person in your company authorized to sign a Contract with the Town of Amherst - Cemetery Trustees, NH.**

Town of Amherst NH  
Department of Public Works  
22 Dodge Road  
Amherst, NH 03031

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**Bid # 09-22**

**AGREEMENT**

This AGREEMENT is made \_\_\_\_\_, 2022, BETWEEN the Owner: Town of Amherst  
and the Contractor: \_\_\_\_\_

for the following Project: Meadowview and Forestview Cemetery Mowing/Trimming

The Owner and Contractor agree as follows:

**ARTICLE I**  
**THE CONTRACT DOCUMENTS**

The contractor shall complete the Work described in the Contract Documents for the project. The Contract documents consist of:

Table of Contents

- 1) Invitation to Bid. (pages 1-3)
- 2) Contractor's Proposal. (page 4-5)
- 3) Contract Agreement, (page 6-8)
- 4) General Provisions, (pages 9-13)
- 5) Securities, (pages 14-16)
- 6) Notice to Proceed, (page 17)
- 7) Contractor's Affidavit, (page 18)
- 8) Contractor's Release, (page 19-20)
- 9) This agreement signed by the Owner and the Contractor.

Town of Amherst NH  
Department of Public Works  
22 Dodge Road  
Amherst, NH 03031

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**Bid # 09-22**

**ARTICLE II  
DATE OF COMMENCEMENT AND COMPLETION DATE**

**The date of commencement shall be on or after May 2, 2022. The Meadowview and Forestview Cemetery Mowing/Trimming end in its entirety October 15, 2022.**

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**ARTICLE III  
CONTRACT SUM**

1. 20 Meadowview mowing/trimming cost: \$ \_\_\_\_\_

2. 20 Forestview mowing/trimming cost: \$ \_\_\_\_\_

3. 20 Meadowview Raised Lot mowing/trimming cost: \$ \_\_\_\_\_

**Basic Project price (1 & 2 )** \$ \_\_\_\_\_

**Basic Total in words** \_\_\_\_\_

**Basic Project plus Raised Lots (1, 2 & 3.)** \$ \_\_\_\_\_

**Basic plus Raised Lots (1,2 &3) in words.** \_\_\_\_\_

Basic extra Meadowview: \$ \_\_\_\_\_, in words \_\_\_\_\_

Basic extra Forestview : \$ \_\_\_\_\_, in words \_\_\_\_\_

Raised Lots extra Meadowview: \$ \_\_\_\_\_, in words \_\_\_\_\_

Company Name \_\_\_\_\_

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Contractor's Authorized Signature

Date

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Owner's signature

Date

**Person signing proposal must be a person in your company authorized to sign a Contract with the Town of Amherst, NH.**

#### **ARTICLE IV PAYMENT**

Based on the Contractor's Application for Payment for complete work, certified by the Owner or the Owner's Representative, the Owner shall pay the Contractor as follows:

1. Submittals for mowing/trimming shall be for completed work only.
2. Submittals for payment shall be made on a bi-weekly basis.
3. Payments will be processed and paid net 20 days.

This agreement entered into as of the day and year first written above.



## **General Provisions**

1. Each bid shall be submitted in a sealed envelope clearly identified with the Bidder's name and marked "Town of Amherst Bid # 09-22" and will be received at the Public Works Office, 22 Dodge Rd., Amherst, NH, until 11:00 AM, Wednesday, March 30<sup>th</sup>, 2022.
2. Shortly thereafter, bids will be publicly opened and read aloud from any available office or conference room, Public Works, 22 Dodge Rd., Amherst, NH. Bids when opened shall be irrevocable for a period of thirty (30) calendar days following bid-opening date. Following a review of the bids by staff, the Town of Amherst Cemetery Trustees will award the bid at a regular public meeting.
3. The Town expressly reserves the right to reject any or all bids as the Cemetery Trustees may determine and to waive defects in form of minor irregularities where the best interests of the Town would be served.
4. Prior to submitting a Bid, each Bidder will, at his/her own expense, make such additional investigations and tests as the Bidder may deem necessary to determine his/her Bid for performance of the Work in accordance with the Contract Documents.

Upon request, the Town of Amherst Cemetery Trustees will provide each Bidder access to the site to conduct such investigations and tests as each Bidder deems necessary prior to submission of his/her Bid.

The Submission of a Bid is an acknowledgement from the Bidder that he/she has complied with every requirement and that the Contract Documents are sufficient in scope and detail for the performance of the Work.

5. The bid price shall not include Federal or State taxes. If such are applicable, the successful Bidder shall furnish the Town of Amherst Cemetery Trustees with the necessary tax-exempt forms in triplicate upon submission of the invoice.
6. The Bidder shall not, either directly or indirectly, enter into any agreement, participate in any collusion, or otherwise take any action in restraint of free competitive bidding in connection with this bid.
7. The successful Bidder shall not use the name of the Town in any advertising without first obtaining written permission from the Board of Selectmen.
8. Any change to the provisions or specifications of this Bid shall be made by written addendum issued no later than four (4) working days prior to the bid opening date. Prospective Bidders shall have complete responsibility for being aware of any, and all, addenda.

9. The bidder's attention is drawn to the fact that they shall observe and comply with all applicable Federal and State Laws and Regulations, Town Ordinances and the Rules and Regulations of all authorities having jurisdiction over the project, and these shall apply to the contract the same as though written out herein in full, and the Contractor shall indemnify the Town and its representatives against any claim or liability arising from, or based on, any such law, ordinance, rules and regulation by themselves or by their employees. The successful Bidder shall notify the Town immediately if these bid documents are at variance with any laws or regulations.
10. The Town may make such investigations as it may deem necessary to determine the ability of the bidder to perform the services, and the bidder shall furnish the Town all such information for this purpose that the Town may request. The Town reserves the right to reject any bid if the evidence submitted by, or investigation of, such bidder fails to satisfy the Town that such bidder is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
11. The Contractor shall secure and pay for all permits and licenses for this work in accordance with the bid documents, contract and specifications required for a complete and finished job.
12. The Contractor shall be responsible for all damage to property, or injury to persons, arising out of their actions or failure to act. They shall indemnify and hold harmless the Town from any, and all, demands, suits, or judgments arising in conjunction with or as a result of the Contractor's performance of this contract.
13. The bidder shall, in the employment of labor, comply with the laws of the State of New Hampshire, including but not limited to Chapter 275, RSA, as amended, "Hours of Labor", Chapter 279, RSA, as amended, "Minimum Wage Law".
14. The bidder shall take out and maintain at their own expense insurance against damages arising from injury to their employees in accordance with Chapter 281, RSA, as amended, "Worker's Compensation Acts" and from claims for damages because of bodily injury including death and for all property damages, including without limitations, damage to buildings, which might arise from and during operations under this contract, whether such operations be by themselves or by any subcontractor or anyone directly or indirectly employed by either of them. The Contractor shall insure the activities of their subcontractors in their own policy, for subcontractors Public Liability and Property Damage Insurance and Vehicle Liability Insurance of the types and amounts as herein specified. Approval of insurance by the Town shall not relieve the Liability of the Contractor there under. Certificates from the insurance companies as to the amount and type of coverage, terms of the policy, etc. shall be filed with the Cemetery Trustees Office in single copy.
  - A. COMPENSATION AND EMPLOYER'S LIABILITY INSURANCE. The Contractor shall take out and maintain during the life of this Contract the statutory Worker's Compensation and Employer's Liability Insurance for all of their employees to be engaged in work on the project under this Contract and, in case any such work is sublet, the Contractor shall require the subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all work of the latter's employees to be engaged in such work.
  - B. BODILY INJURY LIABILITY AND PROPERTY DAMAGE LIABILITY. The Contractor shall take out and maintain during the life of this Contract such Bodily Injury Liability and Property Damage Liability Insurance and Automobile Bodily Injury Liability and Property Damage Liability Insurance as shall protect them and any subcontractors performing work covered by the Contract from claims for damages for personal injury, including accidental death, as well as claims for Property Damage which may arise from operations under this Contract, whether such operations be

by themselves or by the subcontractor or by anyone directly and/or indirectly employed by either of them, and the amount of insurance shall not be less than:

(1) Bodily Injury Liability Insurance, in an amount not less than Five Hundred Thousand Dollars (\$500,000) for injuries, including wrongful death to any one person and subject to the same limits for each person in an amount not less than Five Hundred Thousand Dollars (\$500,000) on account of one accident.

(2) Property Damage Insurance in an amount not less than Five Hundred Thousand Dollars (\$500,000) for damages on account of one accident or all accidents.

- C. TOWN OF AMHERST'S PROTECTIVE LIABILITY INSURANCE. The Contractor shall name the Town of Amherst as one of the insured on all policies required, except Worker's Compensation.
- D. All policies and certificates of insurance shall carry a ten (10) day notice of cancellation or change in expiration and notice of such cancellation or change in expiration shall be sent to the Cemetery Trustees.
- E. PAYMENT BOND MAY BE NECESSARY - The bidder must obtain as a condition precedent to the execution of the contract, a sufficient security in the form of a payment bond if the aggregate price of the cost of work for the contract meets or exceeds \$25,000.00, in the amount of said aggregate cost, conditioned upon the payment by the contractors and subcontractors for all labor performed or furnished, for all equipment hired, including trucks, for all material used and for fuels, lubricants, power, tools, hardware and supplies purchased by said principal and used in carrying out said contract, and for labor and parts furnished upon the order of said contractor for the repair of equipment used in carrying out said contract. (Ref. NH RSA 447:16)

15. The bidder is to submit Proposal on the attached Bid Form of Unit Prices.
16. The successful bidder shall execute and deliver the contract within ten (10) calendar days to the Town.
17. Work on this project shall commence on or after May 2, 2022, and as specified in the proposal and shall be completed in its entirety Oct. 15, 2022.
18. The successful bidder, upon their failure or refusal to execute and deliver the Contract and security, if required, within ten (10) calendar days after they have received notice of the acceptance of their bid, shall forfeit to the Town, as liquidated damages for such failure or refusal, the security deposited with their bid.
19. The Contract Documents shall include the "Invitation to Bid", "Contractor's Proposal", "Agreement", "General Provisions", "Securities", "Notice to Proceed", "Contractor's Affidavit", "Contractor's Release", any issued addenda, and the final executed contract Agreement.

The intent of these documents is to include all labor, materials, appliances and services of every kind necessary for the proper execution of the work and the terms and conditions of payment thereof.

The documents are to be considered as one, and whatever is called for by any one of the documents shall be as binding as if called for by all.

20. A complete understanding of the conditions as they exist is required by a careful personal examination of the work at the site. The Contractor also shall examine carefully the specifications and the Contract forms

of the work contemplated. The Contractor shall not, at any time after the execution of the Contract, set up any claims whatsoever based upon insufficient data or incorrectly assumed conditions, nor shall it claim any misunderstanding in regard to the nature, conditions, or character of the work to be performed under this contract, and it shall assume all risks resulting from any change in the conditions which may occur during the progress of the work.

21. The Town shall make payment on account of the Contract as follows: The Contractor shall invoice the Town for the work completed. After receipt of the Contractor's invoice by the Town, the Town's representative shall inspect the premises and if the work has been completed in accordance with the Contract Documents, the Town will make payment on or within twenty (20) working days of the approved amount of the invoice. Before final payment is made to the Contractor, it shall submit evidence satisfactory to the Cemetery Trustees that all payrolls, material bills, and other indebtedness connected with the work have been paid.
22. After execution of the Contract, there shall be no changes in the Bid Documents except by a written amendment executed in the same manner as the Contract or by Change Order as described below:

CHANGE ORDERS:

- A. The Town, without invalidating the Contract, may order changes in the work within the general scope of the Contract consisting of additions, deletions or other revisions, the Contract sum and the Contract time being adjusted accordingly. All such changes in the work shall be executed under the applicable conditions of the Contract Documents.
  - B. A change order is a written order to the Contractor signed by the Cemetery Trustees and the Contractor, after execution of the Contract, authorizing a change in the work and/or an adjustment in the Contract sum and/or in the Contract time.
  - C. The terms of any change order shall be mutually agreed to by the Contractor and the Cemetery Trustees.
23. The entire work contemplated by the Contract shall be under the supervision of the Cemetery Trustees or their representatives so designated, and all questions concerning the prosecution of the work shall be referred to and decided by them.
  24. DETERMINATION AND EXTENSION OF CONTRACT TIME. It is an essential part of the Contract that the Contractor shall perform fully, entirely and in an acceptable manner, the work under Contract within the time stated in the Contract. If the Contractor finds it impossible for reasons beyond its control to complete the work within the Contract time, it shall make a written request to the Cemetery Trustees for an extension of time setting forth the reasons which it believes will justify the granting of its request. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the Cemetery Trustees finds that the work was delayed because of conditions beyond the control and without the fault of the Contractor, including but not limited to acts of God, utility relocations, strikes, delays in the delivery of critical materials, and work requiring specialists for whose starting time a reasonable latitude must be allowed, the Cemetery Trustees may extend the time for completion in such amount as conditions justify. When extension of the Contract time is required due to delays in the delivery of critical materials, sufficient evidence must be furnished to the Town at the time the delay occurs showing that such delay results from the materials being unavailable by reason of unusual market conditions such as an industry-wide strike, natural disaster or an area-wide shortage which arises after bids are taken and which prevents the procurement of materials within the allowable time of limitations. Delays due to slow delivery from a source of supply when the required material is available elsewhere will not be considered as justification for an extension of time.

25. ASSIGNMENT. The contractor shall not assign, sublet, or transfer its interests in this agreement without written consent of the Town of Amherst.

26. In determining the successful bidder, in addition to price, the following shall be considered:

- a. The ability and skill of the bidder to perform the contract;
- b. Whether the bidder can perform the contract promptly without delay or interference;
- c. The character, integrity, reputation, judgment, experience, and efficiency of the bidder; and
- d. The quality of performance of previous contracts for services. Please provide a reference list of three recently completed similar jobs including project value.

Town of Amherst NH  
Department of Public Works  
22 Dodge Road  
Amherst, NH 03031

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**Bid # 09-22**

## **PAYMENT BOND**

KNOW ALL MEN BY THESE PRESENTS: that

\_\_\_\_\_  
(Name of Contractor)

\_\_\_\_\_  
(Address of Contractor)

a \_\_\_\_\_, hereinafter called Principal  
(Corporation, Partnership, or Individual)

and \_\_\_\_\_  
(Name of Surety)

\_\_\_\_\_  
(Address of Surety)

hereinafter called Surety, are held and firmly bound unto:

**Town of Amherst  
2 Main Street  
Amherst, NH 03031**

hereinafter called the Owner and unto all persons, firms, and corporations who or which may furnish labor, or who furnish materials to perform as described under the contract and to their successors and assigns, in the total aggregate penal sum of \_\_\_\_\_ dollars, (\$\_\_\_\_\_) in lawful money of the United States, for the payment of which sum and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

**THE CONDITION OF THIS OBLIGATION** is such that whereas, the Principal entered a certain Agreement with the **OWNER**, dated the \_\_\_\_\_ day of \_\_\_\_\_ 2022, a copy of which is hereto attached and made a part hereof the construction of the

**NOW, THEREFORE**, if the Principal shall promptly make payment to all persons, firms, and corporations furnishing materials for or performing labor in the prosecution of the **WORK**

provided for in such Agreement, and any authorized extension or modifications thereof, including all amounts due for materials, lubricants, oil, gasoline, coal, coke, repairs on machinery, equipment and tools, consumed or used in connection with the execution of such **WORK**, and for all labor cost incurred in such Work including subcontractors, and to any mechanic or materialman lien holder whether it acquires its lien by operation of State or Federal Law; then this obligation shall be void; otherwise to remain in full force and effect.

PROVIDED, that beneficiaries or claimants hereunder shall be limited to the subcontractors, and persons, firms, and corporations having a direct contract with the PRINCIPAL or its SUBCONTRACTORS.

**PROVIDED FURTHER**, that the said Surety for value received hereby stipulates and agrees that no charge, extension of time, alteration or addition to the terms of the contract or to the **WORK** to be performed there under or the **SPECIFICATIONS** accompanying the same shall in any way affect its obligation on this **BOND** and it does hereby waive notice of any such change, extension of time, alterations or additions to the term of the contract or to the **WORK** or to the **SPECIFICATIONS**.

PROVIDED, FURTHER that no suit or action shall be commenced hereunder by any claimant: (a) Unless claimant, other than one having a direct contact with the Principal shall have given written notice to any two of the following: The PRINCIPAL, the OWNER, or the SURETY above named within ninety (90) days after such claimant did or performed the last of the work or labor, or furnished the last of the materials for which said claim is made, starting with substantial accuracy the amount claimed and the name of the party to whom the materials were furnished, or for whom the work or labor was done or performed. Such notice shall be served by mailing the same by registered mail or certified mail, postage prepaid, in an envelope addressed to the PRINCIPAL, OWNER, or SURETY, at any place where an office is regularly maintained for the transaction business, or served in any manner in which legal process may be served in the state in which the aforesaid project is located, save that such service need not be made by a public officer. (b) After the expiration of one (1) year following the date on which PRINCIPAL ceased work on said CONTRACT, it being understood, however that if any limitation embodied in the BOND is prohibited by any law controlling the construction hereof, such limitation shall be deemed to be amended so as to be equal to the minimum period of limitation permitted by such law.

PROVIDED, FURTHER that it is expressly agreed that this BOND shall be deemed amended automatically and immediately, without formal and separate amendments hereto, upon amendment to the Contract not increasing the contract price more than 20 percent, so as to bind the PRINCIPAL and the SURETY to the full and faithful performance of the Contract as so amended. The term "Amendment", wherever used in this BOND and whether referring to this BOND, or the Contract Documents shall include any alteration, addition, extension or modifications of any character whatsoever.

PROVIDED, FURTHER that no final settlement between the OWNER and the CONTRACTOR shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

**IN WITNESS WHEREOF**, this instrument is executed in \_\_\_\_\_ counterparts, each one of which shall be deemed an original, this \_\_\_\_\_ day of \_\_\_\_\_ 2022.

**ATTEST:**

\_\_\_\_\_  
(Principal)

By: \_\_\_\_\_  
(Principal) Secretary

**(SEAL)**

**BY:** \_\_\_\_\_

\_\_\_\_\_  
(Address)

By: \_\_\_\_\_  
Witness as to Principal

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Surety)

**ATTEST:**

**BY:** \_\_\_\_\_

(Attorney-in-Fact)

By \_\_\_\_\_  
(Witness to Surety)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(Address)

**NOTE:** Date of **BOND** must not be prior to date of Contract.  
If **CONTRACTOR** is partnership, all partners should execute BOND.

**IMPORTANT:** Surety companies executing **BONDS** must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of New Hampshire.



Town of Amherst NH  
Department of Public Works  
22 Dodge Road  
Amherst, NH 03031

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## Notice to Proceed

Dated \_\_\_\_\_, 2022

TO: \_\_\_\_\_  
(Insert Name of Contractor as it appears in the Bid Document)

ADDRESS: \_\_\_\_\_

PROJECT: \_\_\_\_\_ Meadowview & Forestview Cemetery Mowing/Trimming

CONTRACT: \_\_\_\_\_ #09-22

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You are notified that the Contract Time under the above contract will commence to run on \_\_\_\_\_, 2022. By that date, you are to start performing your obligation under the Contract Documents and conclude such obligations on October 15, 2022.

Before you may start any work at the site, under Paragraph Fourteen A-E (14 A-E) "General Provisions," Certificates of insurance, and if necessary payment bond documents, shall have been delivered to the Town and maintained throughout the duration of the Work in accordance with the Contract Documents.

\_\_\_\_\_  
(owner)

By: \_\_\_\_\_  
(Authorized Representative)

\_\_\_\_\_  
(Title)

### ACCEPTANCE OF NOTICE

Receipt of the above NOTICE TO PROCEED is hereby acknowledged by:

\_\_\_\_\_  
(Contractor)

This \_\_\_\_\_ day of \_\_\_\_\_, 2022      Employee Identification  
Number \_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_  
(Title)

Town of Amherst NH  
Department of Public Works  
22 Dodge Road  
Amherst, NH 03031

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## Contractor's Affidavit

STATE OF: New Hampshire

COUNTY OF: Hillsborough

Before me, the undersigned, a \_\_\_\_\_  
(Notary Public, Justice of the Peace, Alderman)

In and for said county and State personally appeared, \_\_\_\_\_  
(Individual, Partnership or authorized  
Representatives of Corporate Contractor), who being duly sworn according to law

Deposes and says that the cost of all work, and outstanding claims and indebtedness of whatever  
nature arising out of the performance of the contract between **THE TOWN OF AMHERST** and  
\_\_\_\_\_ of \_\_\_\_\_  
(Contractor)

Dated \_\_\_\_\_, 2022 for Meadowview and Forestview Cemetery  
Mowing/Trimming (#09-22) and necessary appurtenant installations have been paid in full.

\_\_\_\_\_  
(Individual, Partner, or duly authorized representative of corporate contractor)

\_\_\_\_\_  
(Title)

Sworn to and subscribed before me

This \_\_\_\_\_ day of \_\_\_\_\_, 2022

\_\_\_\_\_  
(SEAL)

\_\_\_\_\_  
(Notary)

March 1, 2022

## Contractor's Release

KNOW ALL MEN BY THESE PRESENTS that \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

of \_\_\_\_\_, County of \_\_\_\_\_

and State of \_\_\_\_\_ does hereby acknowledge that

\_\_\_\_\_  
(Contractor)

has on this day had, and receipt of and from **THE TOWN OF AMHERST** the sum of one dollar and other valuable considerations in full and complete satisfaction and payment of all sums of money owned, payable and belonging to \_\_\_\_\_

\_\_\_\_\_  
(Contractor)

by any means whatsoever, for on account of a Contract Agreement between the **TOWN OF**

**AMHERST** and \_\_\_\_\_ Dated \_\_\_\_\_ of \_\_\_\_\_, 2022

\_\_\_\_\_  
(Contractor)

Meadowview & Forestview Cemetery Mowing/Trimming (#09-22)

**NOW, THEREFORE**, the said \_\_\_\_\_ (for myself,

\_\_\_\_\_  
(Contractor)

my heirs, executors and administrators) (for itself, its successors and assigns) do/does by the presents remise, release, quitclaim and forever discharge the **TOWN OF AMHERST**, of and from all claims and demands, arising from or in connection with the said contract

Dated \_\_\_\_\_ of \_\_\_\_\_, 2022 and of and from all, and all manner of action and actions, caused and cause of action and actions, suits, debts, duties, sums and sums of money accounts, reckoning, bonds, bills, specialties, covenants, contracts, agreements, promises, variances,

damages, judgments, extents, execution, claims and demands, whatsoever in law or equity, or otherwise, against the **TOWN OF AMHERST** its successors and assigns, which (I, my, heirs, executors, or administrators) (it, its successors and assigns) ever had, now have or which (I, my heirs, executors, or administrators) (it, its, successors and assigns) hereafter can, shall or may have, for, upon or by reason of any matter, cause, or thing whatsoever; from the beginning of recorded time to the date of these presents.

IN WITNESS THEREOF, \_\_\_\_\_  
(Contractor)

Has caused the presents to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 2022

Signed, Sealed, and delivered in the presence of:

\_\_\_\_\_  
(Individual - Contractor) (Seal)

\_\_\_\_\_  
(Partnership – Contractor) (seal)

By \_\_\_\_\_  
(Seal) (Partner)

Attested:

\_\_\_\_\_  
(Corporation)

By \_\_\_\_\_  
(Secretary) (President or Vice President)

(Corp Seal)